

Exhibit 8

CHOATE HALL & STEWART LLP

Certified Article Number

7160 3901 9848 9552 2124

SENDERS RECORD

October 28, 2005

E. Macey Russell, P.C.

(617) 248-4012

mrussell@choate.com

VIA FIRST CLASS and CERTIFIED MAIL

Ms. Sheryl Lupo
c/o Shirley Stroner
1081 Aloha Drive
Huntington Beach, CA 92646

Re: VISA CREDIT CARD
Account No. 4356-1700-0004-3854

Dear Ms. Lupo:

This firm and the undersigned represent the interest of Bank of America, N.A. (USA) ("Bank"). We write to inform you that you are in default on your Bank of America VISA Card, account no. 4427-000-187-0265, pursuant to the terms of your Account Agreement ("Agreement").

By way of background, on November 9, 1992, NationsBank of Delaware, N.A. ("NationsBank") opened a Visa Credit Card Account for you and/or your ex-husband Van A. Lupo, account no. 4356-1700-0004-3854. On or about December 19, 1997, NationsBank offered you and Mr. Lupo, a "platinum priority upgrade," which you signed and sent to NationsBank on behalf of you and Mr. Lupo. This resulted in your account being upgraded to a platinum account, account no. 4427-000-187-0265 ("the Account"). On September 30, 1998, NationsBank merged with Bank of America, N.A., NationsBank's holding company was renamed Bank of America Corporation, and Bank of America, N.A. (USA) now operates as a credit card company.

Currently, Mr. Lupo and you jointly and severally owe the Bank the sum of \$18,896.58, which represents principal, interest and late charges as of October 14, 2005. Pursuant to the Agreement, interest will continue to accrue and additional attorneys' fees will be incurred.

Please be advised that there is a case pending in the Federal District Court, District of Massachusetts filed by Van A. Lupo, against the Bank entitled Van A. Lupo v. Bank of America Corporation, United States District Court, Worcester District, Civil Action No. 04-40202-FDS. A copy of the Complaint against the Bank and the Bank's Answer and Counterclaim against Mr. Lupo are enclosed herein. As of November 4, 2004, Mr. Lupo and you owed the Bank jointly and severally, the sum of \$15,927.30 plus accruing interest, late charges, costs and attorneys' fees based upon the Counterclaim asserted in connection with the

Ms. Sheryl Lupo
October 28, 2005
Page 2

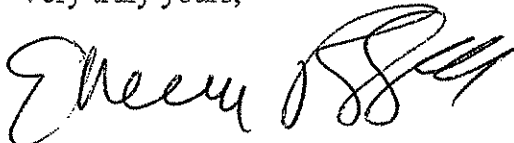
Account of the above-referenced matter, and your continued default under the terms and conditions of the Agreement.

You continue to be in default of your obligations under the Agreement by your failure and refusal to pay the sums due and owing to the Bank. Demand is hereby made upon you for payment of all sums due within thirty (30) days. If you do not make the payment as required, you will be named as a defendant in the above-referenced litigation (or the Counterclaim) and the same claims brought against Mr. Lupo will be filed against you.

Pursuant to the California Fair Debt Collection Act, California Civil Code 1788 et seq., you have a right to dispute and obtain verification of this debt within 30 days of the receipt of this letter. If you do not dispute the total or any portion of this debt in writing within 30 days, the Bank will assume that all or a portion of the debt is valid.

Should you have any questions or comments, please do not hesitate to contact me. Any information you provide in connection with your Account will be used by the Bank for the purpose of collecting this debt. Further, in order to avoid any confusion, please do not contact the Bank directly concerning your obligations.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. Macey Russell". The signature is fluid and cursive, with the first name "E." and last name "Russell" clearly distinguishable.

E. Macey Russell, P.C.

Enclosures